



DISTRICT
F A S
STANDARD CONTRACT

FOR COUNTY USE ONLY

E	X	New	Vendor Code		SC	Dept.	SPD	A	Contract Number	
M		Change				106			03-	
X		Cancel								
DISTRICT					Dept.		Orgn.		Contractor's License No.	
SAN BERNARDINO COUNTY										
CONSOLIDATED FIRE DISTRICT										
DISTRICT Contract Representative					Ph. Ext.				Amount of Contract	
Patrice Ashe					387-5944				UNENCUMBERED	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number				
SKX	106	300		9970						
Commodity Code				Estimated Payment Total by Fiscal Year						
				FY	Amount	I/D	FY	Amount	I/D	
Project Name										
VEHICLE										
MAINTENANCE										
SERVICES										

THIS CONTRACT is entered into in the State of California by and between SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT hereinafter called the DISTRICT, and

Name **CITY OF COLTON**
Attn: **FIRE CHIEF**

Hereinafter called **CITY**

Address **303 East "E" St.**
Colton, Ca 92324

Phone **(909) 370-5100**

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

FIRE DEPARTMENT VEHICLE MAINTENANCE SERVICES

1. PARTIES

This Agreement is made by and between the City of Colton, a municipal organization organized under the laws of the State of California with its principal place of business at 303 East "E" St, Colton, Ca 92324 ("City") and San Bernardino County Consolidated Fire District, a public agency with its principal place of business at 157 W. 5th Street, 2nd Floor, San Bernardino, CA 92415-041 ("District"). City and District are sometimes individually referred to as "Party" and collectively as "Parties".

2. RECITALS

2.1 DISTRICT

District desires to perform and presume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. District represents that it is experienced in providing vehicle maintenance services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Services

City desires to engage District exclusively to render vehicle maintenance services for the City's Fire Department as set forth in this Agreement.

3. TERMS

3.1 Scope of Services and Term

3.1.1 General Scope of Services

District promises and agrees to furnish to the City all labor, materials, tools, equipment, services, incidentals and customary work necessary to fully and adequately supply the professional vehicle maintenance services for the City's Fire Department ("Services"). The Services are more particularly described in "Exhibit A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term

The term of this Agreement shall commence on the date of execution and continue through June 30, 2006. Thereafter, the parties may agree to extend the Agreement for additional one (1) year periods on the same terms and conditions herein. District shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2. Responsibilities of District

3.2.1. Control and Payment of Subordinates: Independent Contractor

The Services shall be performed by District or under its supervision. District will determine the means and details of performing the Services subject to the requirements of this Agreement. City retains District on an independent contractor basis and not as an employee. District retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of District shall also not be employees of City and shall at all times be under District's exclusive direction and control. District shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. District shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and worker's compensation insurance.

3.2.2. Schedule of Services

District shall perform the Services on an "as-needed" basis and in an expeditious manner within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. District represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate District's conformance with the Schedule, City shall respond to District's submittals in a timely manner. The City agrees it is responsible to take appropriate actions for safety-required repairs brought to their attention, including placing vehicles out of service when necessary.

3.2.3 Conformance to Applicable Requirements

All work proposed by District shall be subject to the approval of the City's Representative.

3.2.4 City's Representative

The City hereby designates its Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. District shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 District's Representative

District hereby designates Peter R. Hills, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have full authority to represent and act on behalf of the District for all purposes under this Agreement. The District's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services

District agrees to work closely with City staff in the performance of Services and shall be available to City's staff, District's and other staff at all reasonable times.

3.2.7 Standard of Care

District shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. District represents and maintains that it is skilled in the professional calling necessary to perform the Services. District warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, District represents that it, its employees and subcontractors have all licenses, permits, qualifications and approval of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.2.8 Laws and Regulations

District shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. District shall be liable for all violations of such laws and regulations in connection with Services, and shall indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance

3.2.9.1 Time for Compliance

District shall not commence any Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section.

3.2.9.2 Minimum Requirements

District shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Agreement by the District, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance

District is a self-insured public entity and has excess insurance with respect to the following: (A) General Liability; (B) Automobile Liability; (C) Workers' Compensation and Employer's Liability. All policies or self-insurance, except Worker's Compensation, shall contain additional endorsements naming the City and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of District's performance of services hereunder.

3.2.9.3 Verification of Coverage.

District shall furnish City with statements setting forth its self-insurance program.

3.2.10 Safety.

District shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the District shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments

3.3.1 Retainer

Effective July 1 of each fiscal year the District shall receive a retainer in the amount of \$45,000 from the City as compensation for services. The retainer will compensate the District for labor hours at the rate of \$60.00 per hour up to a maximum of 750 hours. Travel to City facilities and towing of City vehicles will be labor hours to be charged against the retainer. The retainer is a minimum charge to the City for the Agreement and is non-refundable. The hourly labor rate for services during non-business hours is \$78.00 per hour and will also be charged to the retainer.

In the event this Agreement starts mid-year the labor rate for the initial months until the first retainer period will be \$60.00 per hour and service after business hours rate will be \$78.00 per hour.

3.3.2 Additional Compensation

The City shall pay the District for labor services in excess of 750 hours per fiscal year (as referenced in Item 3.3.1) at the rate of \$65.00 per hour. In addition to labor services the City shall reimburse the District its actual cost for parts and materials plus a 15 percent surcharge to cover administration, hazardous waste disposal and miscellaneous small items.

The city may choose to purchase specialized fire supplies and equipment from the Districts warehouse at the Districts cost plus 15% percent surcharge to cover administrative costs.

3.3.3 Annual Fee Increases

The District shall have the right to renegotiate the rates for services under this agreement. Unless otherwise renegotiated the annual increase, if any, for the retainer and hourly labor rates shall not exceed the Consumer Price Index – all urban consumers for the Los Angeles/San Bernardino area for the month of June of the previous year.

The amount of the retainer and the hourly labor rates shall automatically increase each year, beginning July 1, 2004 in an amount equal to the change in the Consumers Price Index for the Los Angeles/San Bernardino area for the previous year, ending June 30th.

3.3.4 City Approval

District shall not be reimbursed for any expenses unless City provides prior written authorization.

3.3.5 Payment of Compensation

District shall submit to City a monthly-itemized statement, which indicates work completed and hours of Services rendered by District. The statement shall describe the amount of services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all parts, additional hours and all other services rendered and not included in terms listed in 3.3.1 above.

3.4 Accounting Records

3.4.1 Maintenance and Inspection

District shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. District shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records or any other documents created pursuant to this Agreement. District shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

- 3.4.2 District monthly invoice to the City shall include at least the following information, vehicle number, make of vehicle, summary of maintenance or repairs for each work order, labor hours charged for each repair, and parts cost for each repair.

3.5 General Provisions

3.5.1 Termination of Agreement

3.5.1 (a) Grounds for Termination

Either party may, by written notice to the other party, terminate the whole or any part of this agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon termination, District shall be compensated only for those services which have been adequately rendered to City, and District shall be entitled to no further compensation.

3.5.1 (b) Effect of Termination

If this Agreement is terminated as provided herein, City may require District to provide all documentation or other data and information of any kind prepared by District in connection with the performance of Services under this Agreement. District shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1. (c) Replacement Services

In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

San Bernardino County Consolidated Fire District
Attn: Fire Chief/County Fire Warden
157 W. 5th Street, 2nd floor
San Bernardino CA 92415-0451

CITY:

City of Colton Fire Department
Attn: Fire Chief
303 East "E" St.
Colton, Ca 92324

Such notice shall be deemed made when personally delivered or when mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation: Further Acts

The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4. Indemnification

District agrees to indemnify and hold harmless the City, its officers, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the District's negligent acts or omissions which arise from the District's performance of its obligations under this Agreement.

City agrees to indemnify, defend (with Counsel approved by District), and hold harmless the District and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this Agreement.

In the event the District and/or the City is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the District and/or City shall indemnify the other to the extent of its comparative fault.

Furthermore, if the District or City attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the District and City agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

3.5.5 Entire Agreement

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. A writing signed by both parties may only modify this Agreement.

3.5.6 Governing Law

This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.5.7 Time of Essence

Time is of the essence for each and every provision of this Agreement.

3.5.8 Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by District without the prior written consent of City.

3.5.9 Assignment or Transfer

District shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.10 Construction: References: Captions

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to District include all personnel, employees, agents, and subcontractors of District, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.11 Amendment: Modification

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.12 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.13 No Third Party Beneficiaries

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.14 Invalidity: Severability

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.15 Prohibited Interests

District warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for District, to solicit or secure this Agreement. Further, District warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for District, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.16 Labor Certification

By its signature hereunder, District certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.17 Authority to Enter Agreement

District has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.18 Counterparts

This Agreement may be signed on counterparts, each of which shall constitute an original.

3.6 Subcontracting

District shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts if any shall contain a provision making them subject to all provisions stipulated in this Agreement.

DISTRICT

CITY

►

City of Colton

Dennis Hansberger, Chairman, Board of Supervisors as
governing body of District
DISTRICT

CITY OF

►

►

Dated: _____

(Authorized signature - sign in blue ink)
Name **Deirdre Bennett**

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title **Mayor**

Clerk of the Board of Supervisors
of the County of San Bernardino.

Dated: _____

By _____

Address:

Deputy

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

►

►

►

County Counsel

Department Head

Date _____

Date _____

Date _____

EXHIBIT "A"

SCOPE OF SERVICES

District will be the sole provider of vehicle maintenance services for the City, unless mutually agreed upon. Such services shall include, but not be limited to:

- Lubrication Services- City will be billed for fluids, filters, parts and the labor hours incurred.
- Replacement of Parts- Purchase of parts will be in a manner which provides the City with the highest costs savings, unless the City desires that the parts be purchased locally by the District.
- Routine Maintenance- the City will be placed on the route of the District's regional mechanic, which route and maintenance schedule shall be approved by City.
- Stand-by Mechanic- District will provide as necessary, stand-by mechanic services for response after hours and on weekends. Hours charged to the City for after hours and weekend service will be at the overtime rate as detailed in Item 3.3.1.
- Approval for repairs over \$1,500- City will be contacted to discuss/authorize repair costs in excess of \$1,500, unless the cost estimate was discussed upon receipt of the repair order. No repair work will be initiated without a City approved repair order.

EXHIBIT "B"

SCHEDULE OF SERVICES

When the City requests services from District for a particular vehicle, the parties shall mutually agree upon a performance schedule for that vehicle. District shall be obligated to meet that agreed upon schedule; provided, however, that it shall not be responsible for delays in performance caused by conditions beyond its reasonable control.